

TERMS AND CONDITIONS OF SALE OF PRODUCTS AND SERVICES

Preamble

These terms and conditions of sale of Products and Services (hereinafter the “**T&Cs of Sale**”) set out below govern the contractual relationship between the company Econocom Products & Solutions (hereinafter “**EPS**”) whose registered office is located at 40 Quai de Dion Bouton – 92800 P UTEAUX - subscribed by any Customer, expressly designated in the Offer, in the Quote prepared by EPS, in the EPS Invoice and relating to the sale of Products and/or the provision of Services as described in the Offer, the Quote and/or the Service Order.

Therefore, it is expressly agreed between the Parties that the contractual relations between them are governed by the provisions of these T&Cs of Sale.

These terms shall prevail over any other terms and conditions of purchase.

These documents may be supplemented, on a case-by-case basis, by additional documents designated by the Parties in the Offer or in the Quote prepared. Unless expressly waived, these additional documents shall rank below the Terms and Conditions. As an exception to the foregoing, any amendment to one of these documents shall have a value greater than the document it supplements or amends.

All of the contractual documents are hereinafter referred to as “the Agreement”.

Article 1: Definitions

AI Hallucination: incorrect, inaccurate, misleading, or fabricated outputs generated by a general-purpose AI model or generative AI system and presented as if they were factual or reliable.

Customer: means EPS’s partner, whether a natural person or a legal entity, beneficiary of the Products and/or Services.

Deliverable(s): means the deliverable(s) made by EPS in connection with the Services.

econocomCARE or the econocomCARE Service: refers to EPS’ additional service covering a replacement of products specifically for events arising from theft, breakage or damage repairable or not.

Eligible Product(s): means any new mobile equipment sold by EPS, such as laptops, tablets (including hybrid tablets), mobile phones or smartphones for which the Replacement or Refurbishment Service has been contracted.

Event(s): means the eligible cases of theft, breakages, or damage repairable or not and covered by the Replacement or Refurbishment Service, except in the cases referred to in Article 10.2.B

Exclusion: means all the main cases of exclusion of the econocomCARE Service as referred to in Article 10.2.B

Negligence: means leaving the Eligible Product in a location where it is not immune to any risk of falling or damage, leaving all types of liquids near the said product which may lead to infiltration by spilling, leaving the Eligible Product outside under the influence of weather including rain, snow or wind, or leaving the product without direct and immediate supervision of the User, visible from the outside of premises, from a dwelling, from a vehicle, from a boat, from an aircraft, or visible in a public and frequented place.

Offer or Quote: means the proposal issued by EPS, in any form, describing the Products provided and/or Services, their price, and including reference to these T&Cs of Sale.

Order: means the order for Products and/or Services following the issuance of an Offer.

Products: means the goods, materials or equipment supplied by EPS, belonging to manufacturers and which may be of various brands. The Products may or may not be associated with a Service.

Party or Parties: means the Customer and/or EPS.

Replacement Equipment: means a product identical or equivalent (new, used or reconditioned) to the Eligible Product benefiting from the Replacement Service.

Replacement Service: means the replacement of the Eligible Product by a Replacement Equipment

Service(s): means the IT services provided by EPS under the Agreement, including the econocomCARE service.

Service Order: means the document based on the Offer, Quote, or Order, signed by the Parties specifying the Services provided by EPS.

Territory: refers only to Metropolitan France, Corsica included, and excluding the French overseas territories under the DROM-COM and TOM administrative name including, in particular, French Polynesia, the archipelago of New Caledonia, the archipelago of Guadeloupe, Martinique, Guyana, Mayotte, Réunion, St Pierre-et-Miquelon, the Southern and Adélie Lands

User: means the Customer’s personnel using the Eligible Product

Article 2: Purpose, acceptance, modification

The Customer acknowledges that it has knowingly chosen the Products and/or Services corresponding to its needs and that it has received from EPS all the information and advice necessary to subscribe to this agreement.

Placing an Order with EPS entails express acceptance by the Customer of these Terms and Conditions.

EPS reserves the right to modify these T&Cs of Sale at any time, without any formality other than to inform the Customer by registered letter with acknowledgement of receipt with one (1) month’s notice. If the Customer does not reply within fifteen (15) days of their receipt by the Customer, the new terms and conditions shall be deemed to have been accepted by the Customer.

In the event of refusal of the new terms by the Customer, notified in writing to EPS within fifteen (15) days, the Agreement may be terminated by either Party, automatically and without compensation. These T&Cs of Sale govern the provision of Products and Services by EPS, as the case may be, under the terms agreed in the Offer, the Quote and/or the Service Order.

After-sales management services are carried out under the manufacturer’s statutory warranty

The Customer’s mobile devices repair services (smartphones, laptops, tablets and the like) include only:

1. products under warranty for which EPS has the approval of manufacturers
2. devices not covered by manufacturer’s warranties

However, the Customer acknowledges that the services of EPS (as well as its own intervention) may potentially result in a breach of the warranty of the manufacturer (or the distributor) from which it acquired its equipment, which is not substituted by EPS’s potential warranty on the repairs carried out. In this respect, the Customer declares that it has chosen to use EPS services in full knowledge of the facts, and in a free and informed manner, with regard to the risk of breach of the manufacturer’s warranty attached to the equipment entrusted to EPS, which is the subject of these Services.

The Services consist, using any means deemed useful by EPS, in restoring a Customer’s equipment that is the subject of the agreement to material working order through the repair or replacement on site or by returning to the workshop of the faulty parts or sub-assemblies, following normal use of the equipment, by parts or sub-assemblies, whether new or not, of the original manufacturer and of at least equivalent functionalities.

Article 3: Methods for placing an Order

The Customer Order must reach EPS in written form, by post or email, and be placed before the service, or upon acceptance of Quotes if a price schedule is validated before the on-site service. The Order is firm and final as of its first issue.

The Order is deemed to be accepted upon its confirmation by EPS in an acknowledgement of receipt.

Any Order cancellation or reduction, due to the Customer, constitutes a breach of contractual obligations by the Customer. Any partial or total cancellation of an Order must be expressly authorised by EPS and may give rise to payment by the Customer of a penalty equal to 15% of the price including tax of the Order, with a minimum of five hundred (500) euros excluding tax, at EPS’s discretion.

3.1 – Electronic Order

If the Customer has access to EPS websites, the Customer may transmit Electronic Orders to EPS exclusively via these websites in good and proper form.

The Parties agree that an Electronic Order transmitted via EPS websites and/or via electronic mail has the same value as an Order sent by post. To this end, the Customer acknowledges that the formalism of its Order must include at least the delivery and invoicing details, as well as any information proving its legal and tax identity, including, in particular, the identity and quality of the Customer’s contact person(s) authorised to order products from EPS websites on behalf of the Customer.

Any Electronic Orders placed via EPS websites are subject to the Customer’s prior and unreserved acceptance of these T&Cs of Sale by ticking the appropriate box. In the event that the Customer rejects EPS’s T&Cs of Sale, the Customer’s Order shall be deemed invalid.

If the conditions for placing an Order are compliant, the Customer acknowledges that it is liable for all Orders issued via the EPS websites by its personnel under these T&Cs of Sale.

The Customer is responsible for keeping and using these authorisations for access to EPS websites (user name/password) as well as maintaining their confidentiality. The Customer undertakes to immediately inform EPS by any means and immediately of any disclosure of access authorisations to unauthorised third parties.

EPS shall send the CUSTOMER an acknowledgement of receipt of its order within a period of no more than 24 working hours, by email.

Article 4: Performance of Services / Supply of Products

4.1. General Provisions

EPS undertakes to provide all human and technical resources necessary for the provision of the Products and/or the performance of the Services. EPS undertakes, in particular, to inform and advise the Customer on the risks inherent

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in the provision of the Products requested and/or the performance of the requested Services. As such, EPS is only subject to an obligation of means.

EPS uses its own working methods (methods of analysis, design, etc.).

EPS performs the Services from Monday to Friday, excluding non-working public holidays. In the event of intervention on the premises of a Customer, the latter shall provide free access to EPS's personnel. A representative of the Customer must be present for any intervention by EPS.

As part /In the context of the performance of the Services, the Customer remains responsible/liable for the data present on the equipment entrusted to EPS. Under no circumstances may EPS be held liable for loss of data or destruction of data stored on the hardware, regardless of the nature or form of storage (software or file) following its intervention. Unless otherwise expressly stated, the Services exclude work to reconstitute files or data destroyed or altered for any reason whatsoever.

4.2. Performance Methods and Resources

EPS shall remain free to determine the methods, tools, production resources and organizational arrangements it deems appropriate for the performance of the Services, the supply of the Products and, more generally, for the management and monitoring of its relationships with customers and suppliers.

In this context, EPS may implement and/or use artificial intelligence systems ("AI"), including generative AI systems, to enhance the operational efficiency of its products and services, including AI functionalities integrated into or used in conjunction with its office productivity, communication and/or collaboration tools. The financial conditions applicable to the Services offered and provided by EPS are directly dependent upon such implementation and use.

EPS represents that any AI systems and AI models used by EPS are operated within secure, confidential and controlled environments managed either by EPS or by its trusted subcontractors and suppliers. In all cases, EPS undertakes to comply with all laws and regulations applicable to its use of such AI systems, including Regulation (EU) 2024/1689 of 13 June 2024 laying down harmonised rules on artificial intelligence (the EU AI Act).

4.3. Data

EPS reserves the right to create aggregated, statistical and/or anonymized datasets derived from the Customer's use of the Services. Such datasets shall remain the exclusive property of EPS and may be used by EPS for the purposes of improving the Services and for related business purposes, including the production of statistics, reporting, service optimization, enhancement of performance and functionalities, and, more generally, the improvement of the customer experience.

Article 5: Obligations of the Customer

Throughout the performance of the Services and in terms of these terms and conditions of sale of Products and Services, the Customer undertakes to work with EPS on a permanent basis. It must, in particular:

- provide EPS with any useful information relating to the Services (if applicable, any technical documentation relating to the equipment entrusted, installation medium, license numbers, identification codes or lockouts as well as all the elements that EPS deems necessary for the proper performance of the Services and/or the provision of the Products including the provision of access to a nearby external telephone line is also essential);
- In the event that the Services are performed on the Customer's premises, provide EPS with a secure workspace (premises, office, telephone line, hardware, etc.) that meets the applicable health and safety regulations;
- prepare and maintain the place of use of the Products in conditions that comply with the manufacturer's specifications;
- if the Services so require, provide EPS's personnel with free access to the premises;
- strictly observe the procedures for using the Products described in manufacturers' user manuals;
- supply and use consumables approved by the manufacturer;
- The Customer alone remains exclusively liable for its hardware, software and data and the use thereof. The Customer acknowledges to
 - o carry out a backup of its data before any intervention of EPS;
 - o be informed of the risks inherent in any hardware;
- pay the price agreed in consideration for the performance of the Services in accordance with these terms and conditions of sale of Products and Services;
- be informed of the regulations in force that are attached to the Products with regard to Intellectual Property and those related to export and dual-use technologies;
- unreservedly accept that in case of discoveries of illegal data on the Customer's Products, all of the Services shall be discontinued.

In the event that the Products are to be sent by transport to EPS, the Customer is informed that EPS may refuse to accept the Products (i) that are not protected or

poorly protected and/or (ii) incomplete. Any damage resulting from unsuitable packaging may be subject to a quote by EPS for repair costs; the costs incurred in this respect by the Customer remain vested with EPS and are not reimbursable.

In the event that the Customer requests that EPS provide after-sales services associated with the Products delivered, a Customer representative capable of describing the breakdown must be present at the place of use of the Products during each intervention by EPS. EPS's personnel may not perform the after-sales services related to the Products delivered in the absence of this representative.

Article 6 – Software and online services such as “Cloud” or “SaaS”

The Products delivered by EPS may involve online services such as “Cloud” or “SaaS”, the terms of which are imposed by a third-party host, and/or embed software whose intellectual property rights belong to third-party publishers.

With regard to said software packages, the Customer, licensee of a software package, if applicable, never acquires the intellectual property rights for said software package. The Customer only becomes the holder of a non-transferable and non-exclusive right of use, governed by the publisher's licence conditions accessible on the publisher's site or provided by EPS at the Customer's request (it is the Customer's responsibility to obtain a copy of and familiarise itself with these conditions). By accepting EPS's Offer or Quote, the Customer declares that it acknowledges and accepts all the publisher's licensing conditions. It guarantees EPS that it shall comply with the said licensing conditions of the publisher concerned.

Without prejudice to any copyright that may protect the software and its documentation, the Customer itself or through third parties is prohibited from (and shall guarantee as such to EPS):

- Completely or partially reproducing the software, beyond one back-up copy for operating and/or documentation security, by any means and in any form;
- Translating or transcribing the software and/or documentation in any other language or adapting them.

EPS is not a software designer or host of online services in “Cloud” or “SaaS” mode and acts as an intermediate reseller. The online services in “Cloud” or “SaaS” mode are governed by the conditions of the host accessible on the host's site or provided by EPS at the Customer's request (it is the Customer's responsibility to obtain a copy of and familiarise itself with these conditions).

Ordering Services shall constitute the Customer's representation and warranty that, whether as owner, lessee or otherwise duly authorized user, it holds all rights, approvals and authorizations necessary to request and permit EPS to perform Services on the equipment covered by such Services.

The Customer further acknowledges and agrees that it:

- (i) has reviewed and fully accepted the terms and conditions applicable to the relevant software publisher, service provider and/or hosting provider, (including, without limitation, any license agreements, terms of use, privacy policies, personal data processing provisions and geographic use restrictions);
- (ii) shall comply with all such terms and conditions, including those governing the online use of Cloud, SaaS and/or software services, together with all related contractual policies and requirements; and
- (iii) shall indemnify, defend and hold harmless EPS from and against any and all losses, damages, claims, actions, proceedings, liabilities, costs, expenses (including reasonable legal fees) and judgments arising out of, or in connection with, the Customer's failure to comply with the obligations set out in this Article.

Thus, the Customer is informed that it alone shall be liable in the event of use that does not comply with the provisions of the publisher/host concerned and/or the laws in force concerning the content and terms and conditions of use.

The Customer also acknowledges that certain software and online “Cloud” or “SaaS” services may be subject to foreign laws and/or special regulations as specified in Article 8, and ensures that their use is not contrary to the provisions of said laws or regulations in force at the time of their issue.

The Customer is further advised and acknowledges that it is solely responsible for entering into, either directly with the relevant manufacturers and software publishers or indirectly through EPS where the Customer benefits from such services via EPS, any agreements, subscriptions, support, maintenance and other arrangements necessary for the proper operation, support and maintenance of the relevant software and online services.

Article 7 – Return of Equipment

Before any return, the Customer must inform EPS of the causes of the return. Return shall only be possible after prior written agreement by EPS.

The goods must imperatively be returned with their manuals and accessories and in their original packaging, carriage paid, accompanied by a copy of the invoice and the delivery slip.

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Article 8 – Special regulations

8.1. Import or export regulations

Due to their specific technological characteristics, certain Products or Services may be subject by the manufacturer and/or the relevant public authorities to the prior grant of special authorisations or import and/or export licences.

In such cases, the Customer shall fulfil the necessary formalities to obtain these authorisations or licences (in particular, prior authorisation from the manufacturer, French government administration, authorities in the country of origin and/or importing country).

The Customer therefore acknowledges it shall be solely liable for any violation with regard to these regulations. EPS shall in no way be held liable for non-compliance with the regulations and/or for not obtaining authorisations or licences for use by the Customer.

8.2. AI Regulations

Due to their technological specificities, certain Products may incorporate artificial intelligence solutions, namely one or more "**AI systems**", "**general-purpose AI models**" and/or "**general-purpose AI systems**" (as such terms are defined under the AI Regulation), whether embedded in or interfaced with the Product and/or with software and online services such as Cloud or SaaS services, and which are inseparable from the Products (hereinafter referred to as the "**AI Solution**").

The Parties undertake to comply with the obligations applicable to them under the **AI Regulation**, meaning Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonized rules on artificial intelligence (the "**AI Act**"), together with any delegated acts adopted pursuant thereto.

Any prohibited use or high-risk use of the Product, the associated software, or Cloud and/or SaaS online services within the meaning of the AI Act is strictly prohibited. Accordingly, the Customer undertakes not to use the AI Solution:

- for any prohibited AI practice falling within the scope of Article 5 of the AI Act;
- for any high-risk use case falling, in particular, within the scope of Annex III of the AI Act (unless expressly authorized in writing in advance by EPS), including, without limitation for remote biometric identification, emotion recognition, use as a safety component in the management and operation of critical digital infrastructures, road traffic, or the supply of water, gas, heating or electricity, education and vocational training purposes, making decisions affecting employment relationships, promotion, dismissal or other working conditions, assigning tasks based on an individual's behaviour, personality traits or personal characteristics, monitoring or evaluating the performance and conduct of individuals, recruitment or selection of natural persons, assessing eligibility for essential public assistance benefits and services, assessing the creditworthiness of natural persons or establishing credit scores, risk assessment and pricing relating to natural persons in the context of life insurance or health insurance, evaluating and prioritizing emergency calls made by natural persons or dispatching and prioritizing emergency response services; and patient triage systems used in emergency healthcare services.

In all circumstances, the Customer shall:

- use the AI Solution solely for its intended purpose and in accordance with the instructions, user documentation and usage restrictions provided by the AI Solution, and that it has received all information necessary to determine whether the AI Solution is suitable for its intended purposes and requirements;
- ensure that:
 - o it possesses sufficient expertise to use the AI Solution and, more generally, to use, review, assess and monitor the outputs generated by the AI Solution, and that it has received all information necessary to determine whether the AI Solution is suitable for its intended purposes and requirements;
 - o its internal organization, including its personnel, is capable of effectively deploying and using the AI Solution and that such personnel have received appropriate training regarding the use of artificial intelligence systems, including the duty of care, vigilance and human oversight required prior to any use of generated outputs.

The Customer acknowledges that AI Solutions may be subject to inherent limitations, including with respect to the accuracy, completeness, reliability or suitability of generated outputs (including output data and content), and that they cannot be entirely free from AI Hallucinations, particularly depending on the Customer Data processed by the AI Solution.

The Customer shall remain solely responsible for assessing the consistency, accuracy, truthfulness, appropriateness and suitability of any outputs generated

by the AI Solution in light of the intended use thereof and shall, where appropriate, conduct human review and verification before relying upon, implementing, communicating or sharing such outputs. Without prejudice to any mandatory provisions of applicable law to the contrary, EPS shall not be liable for any consequences arising from the malfunction, unavailability, performance limitations or inherent characteristics of any AI Solution to the extent resulting from factors beyond EPS's reasonable control.

Article 9 – Contractual Warranty

9.1. Service Warranty

In the event of any Repair Services performed by EPS, such Services shall be based on the statutory and/or contractual warranty of the Customer's equipment. Under these warranties, and subject to the actual payment of the invoices concerned and provided that no material change has been made by the Customer or a third party after the intervention, in the event of the occurrence of an identical breakdown within ninety (90) days of the date of repair by EPS, EPS shall bear the cost of repairing the equipment and the costs associated with this operation.

If these conditions are not met, EPS accepts no liability and cannot guarantee any warranty or after-sales service. The contractual warranty provided by EPS covers the spare part(s) changed during the repair, the labour necessary for the technical operation as well as the administrative costs including transport

This warranty shall not apply in the event of a modification of the equipment, accident or shock, voluntary deterioration, damage caused by water, fire, moisture, lightning, abnormal use or any other reported breakdown not related to the replaced part at the time of repair. EPS cannot therefore be held liable for the various breakdowns of the equipment entrusted except those affecting the replaced spare part covered by this contractual warranty.

In some cases, major shocks resulting in the breakage of equipment are such that merely opening the equipment can generate a breakdown independent of the breakdown that required the initial support. EPS accepts no liability in this case and cannot be held liable in this respect.

Replacement spare parts supplied by EPS on the occasion of the Services shall become the Customer's property. Defective spare parts replaced by EPS on the occasion of the Services shall become the property of EPS.

9.2. Product Warranty

The warranty for the Products distributed by EPS is that granted by the manufacturers concerned.

The warranty for the Products shall be excluded in the event of non-compliance with the environmental conditions laid down by the manufacturer, improper use of the Product, use of accessories and consumables that do not comply with the manufacturer's specifications.

EPS reserves the right to refuse the enforcement of the warranty:

- for as long as the Customer owes any sum whatsoever.
- in case of abuse, negligence, accident, fire, flood, or physical, electrical, chemical or nuclear damage.
- any cause, action or default not directly EPS's or the manufacturer's liability (in particular, installation or use not consistent with EPS's or the manufacturer's specifications, faulty wiring, attempted repair or modification of hardware and/or software, poor maintenance).
- If the breakdown rate reaches the annual limit of 5% (five per cent), regardless of the Service(s) contracted by the Customer
- For econocomCARE, within the limit of its Terms and Conditions of Replacement Services mentioned in Article 10.2 hereof.

During and after the warranty period, the Customer may call upon the services of EPS to maintain the Product, subject to entering into a maintenance or Product assistance agreement. EPS guarantees the Customer that the composition of the Products delivered complies with the legislation relating to waste electrical and electronic equipment (WEEE).

Thus, EPS undertakes to ensure the dismantling of Products sold at the end of its life so that it constitutes waste within the meaning of this decree. This dismantling is carried out from the collection points set up throughout France. It is up to the Customer to transport the Products to the collection point. By derogation from the above, and after written acceptance by the Customer of the corresponding commercial proposal, EPS may be responsible for the transportation of the Products to the collection point.

All EPS's installation services associated with the Products are guaranteed in the provisional acceptance period, the starting point of which is established by the intervention report, until the final acceptance. Unless otherwise notified by the Customer, notified in writing, acceptance is deemed final fifteen (15) days after the provisional acceptance.

Article 10 - econocomCare Service

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The Service takes effect on the effective date of receipt of the Eligible Product(s) at the Customer's premises, with delivery note(s) being taken as proof, for the duration mentioned in the Agreement or in the Order.

10.1. Scope of the econocomCare Service

The Replacement or Refurbishment Service applies to the Eligible Products described in the "Definitions" article above, excluding batteries, accessories, connectors and peripherals, not provided originally by the manufacturer with the Eligible Product, and covered by one of the Events described herein.

Eligible Products that are not repairable or whose repair cost exceeds the acquisition cost of a new, used or refurbished product (if the new model is no longer marketed) will be replaced by a Replacement Equipment.

The Customer shall take all measures to protect the Eligible Product and make use thereof in accordance with the manufacturer's technical and safety provisions. In particular, it shall take all necessary precautions to protect the Eligible Product and avoid any situation of breakages, by the use of case and film having a sufficient protection index suitable for the use of the said product.

The Replacement or Refurbishment Service is available for all Eligible Products acquired and delivered in the Territory from Monday to Friday, 9 am -6 pm without interruption (local time mainland France) and excluding public holidays and official non-working days.

10.2. Description of the econocomCare Service

The Customer benefits from the Replacement or Refurbishment Service for the Events defined below:

- ☒ Breakage or damage following an accident or a situation such as fire, water damage, natural disaster recognised as such, according to the cases covered in Article 10.2.A,
- ☒ Disappearance following burglary of enclosed, hard covered and locked premises, recognised as such
- ☒ Theft with aggravated assault by threat or physical violence by a third party with a view to dispossessing the User of the Eligible Product
- ☒ Disappearance following aggravated theft in vehicles between 7 am and 9 pm as described in Article 10.2.A - aggravated theft case a)
- ☒ Disappearance following aggravated theft in vehicles between 9 pm and 7 am as described in Article 10.2.A - aggravated theft case b)

up to a limit of 5% (five per cent) of the Eligible Products and over the total term of the agreement. For fleets of less than 9 (nine) Eligible Products, the maximum Event limit is set at 1 (one) over the total term of the agreement to benefit from the Replacement Service. For fleets of less than 20 (twenty) Eligible Products, the maximum Event limit is set at 2 (two) over the total term of the agreement to benefit from the Replacement Service. If this threshold is reached before the end of the Agreement and/or the Order, EPS undertakes to inform the Customer immediately. The Parties therefore agree on the early termination of the agreement. The Parties may then agree to renew the agreement as soon as possible.

10.2.A. Covered cases

The following cases are covered by the Replacement or Refurbishment Service:

- Accident: a situation caused by an external phenomenon (person or environment) suddenly, irresistible, unintended and unforeseeable, or by the User's clumsiness and constituting the exclusive cause of the Event. Clumsiness is characterised by a lack of skill or capacity of the User.

- Natural disaster: phenomenon characterised by the abnormal intensity of a natural agent observed as such by Interministerial Order

- Burglary: a situation caused by a third party by force, deterioration or destruction of the locking system of the premises or any kind of fence where the Eligible Product was found at the time of the events. The use of false keys, keys unduly obtained or any instrument that may be fraudulently used to open a closing device without forcing or damaging it (including electronically) is also deemed to be burglary;

- Fire, water damage: means acts of God (except for fire caused or related to the fault of the Eligible Product)

- Aggravated theft: with assault suffered by the User and committed by a third party in order to dispossess the User of the Eligible Product. An aggravated assault by threat or physical violence used by a third party against the User.

- (a) Thefts from vehicles occurring between 7 am and 9 pm: thefts following a road accident, concomitant and simultaneous thefts of vehicles and the Eligible Products transported, thefts from locked vehicles, windows raised, Eligible Product(s) not visible from the outside and closed in a case or storage box for passenger and commercial vehicles or in the compartment of commercial vehicles are covered

- (b) For thefts from vehicles occurring between 9pm and 7am: thefts under one of the conditions mentioned in the cases of theft (a) above and after the vehicle has been parked in an enclosed, covered and locked room with prior burglary of the premises are covered

In all cases (a) and (b) cited above, the vehicle must have convincing and clear external signs of forced entry noted by the police authorities, the copy of the complaint report drawn up for the case being used as proof and to be produced within five (5) days as proof to the EPS services for coverage by the Replacement Service.

10.2.B. Cases not covered

By agreement, the following cases are excluded from the Replacement or Refurbishment Service:

- ☒ Any Event falling under a case of exclusion from the manufacturer's warranty conditions
- ☒ All cases not referred to in Article 10.2.A above
- ☒ Any Event resulting from the wilful or fraudulent misconduct of the User or the Customer
- ☒ Any Event not declared within 30 (thirty) calendar days from the occurrence of the Event.
- ☒ User Negligence
- ☒ Theft other than assault robbery or burglary
- ☒ Theft committed or facilitated by negligence
- ☒ Loss of Eligible Product
- ☒ Damage to the external parts of the Eligible Product that does not affect the proper functioning of the equipment, such as, for example, scratches, chips, stains, holes, plastic defects;
- ☒ Cases of unavailability resulting from a technical failure of the Eligible Product, a temporary unavailability for reasons of maintenance or migration, or a loss of data, a malfunction of the operating system and/or several applications;
- ☒ Cases of unavailability resulting from wear and tear, characterised by the gradual deterioration of one or more components of the Eligible Product, and due to sustainable use and in accordance with the manufacturer's instructions for use and maintenance.
- ☒ Damage resulting from the modification of the original features and/or the physical and computer customisation of the Eligible Product
- ☒ Damage (to Eligible Product components) related to dryness, oxidation, corrosion, presence of dust or excess temperature
- ☒ Damage related to the use of non-compliant or unsuitable devices, connectors, consumables or accessories (according to the manufacturer's standards) to the Eligible Product
- ☒ Damage resulting from non-compliant or inadequate use, connection, installation, assembly or maintenance (according to manufacturer's standards) to the Eligible Product
- ☒ Damage resulting from the opening and modification of the Eligible Product
- ☒ Damage resulting from a modification of the programme, a change in the configuration of data, or from the defect of a software or software package
- ☒ Damage to software other than operating system and software package originally preinstalled by the manufacturer
- ☒ Damage occurring during the installation or assembly of the Eligible Product or when it is entrusted to an unauthorised installer or a repairer.
- ☒ The cost of quotation, commissioning, repair or shipping incurred by the user
- ☒ Settings accessible to the user, without disassembling the Eligible Product
- ☒ Damage for which the User cannot provide the Eligible Product (except in the event of a fire).
- ☒ Cases of unavailability resulting from an Event of the Eligible Product(s) occurring outside the Territory.
- ☒ Damage to products whose serial number is illegible
- ☒ Damage falling under the legal warranty for hidden defects within the meaning of Articles 1641 and 1648 (1) of the French Civil Code
- ☒ Damage falling under the warranty for defects of conformity within the meaning of Articles L211-4, L211-5 and L211-12 of the French Consumer Code
- ☒ Damage under the manufacturer's contractual or legal warranty

10.3. The Replacement or Refurbishment Service automatically ceases for each Eligible Product in the following cases:

- ☒ Change of Product outside the framework of the Replacement Service
- ☒ Disappearance of the Product not leading to the Service being applied
- ☒ Transfer of the Product to a third party

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- ☒ When the Eligible Product has already been the subject of a Replacement Service

10.4. In the event of an Event concerning an Eligible Product, the Customer or its Users shall send his/her/their service request(s) to EPS, by email, by telephone at the call number made available to them, or by Internet form available to them at the address communicated to them by EPS according to the operating procedure provided at the time of conclusion of the Agreement, as soon as it becomes aware of the Event, and specifying in particular the references / serial no. / IMEI number of the Eligible Product(s) concerned as well as the precise reason for the Event and all documents making it possible to verify the admissibility of the request and process it within the contractual deadlines.

Calls are processed from Monday to Friday, 9 am to 6 pm without interruption (local time Metropolitan France) and excluding public holidays and official non-working days.

Upon receipt of the service request from the Customer or its Users, EPS will check that the coverage conditions for the Replacement and Refurbishment Service are met, that the declarations include all the elements necessary for coverage and ask, if necessary, for any elements which may be missing.

EPS will have a period of 10 (ten) working days as from the date of the declaration of the Customer or its Users to confirm that it covers or refuses to cover the case, and if appropriate ask for any additional elements that it deems necessary in order to decide whether the case is covered.

EPS covers the removal of the Eligible Product at the address indicated by the User and delivers the Replacement Equipment or repaired product to the same address.

In the event that the Event is not eligible for the Replacement or Refurbishment Service, EPS shall inform the Customer and issue a repair estimate at its request. In this respect, EPS reserves the right to determine at its sole discretion whether the defective Eligible Product is repairable or is exchanged with a Replacement Equipment.

Article 11 - Deadlines for the performance of the Services

The deadline for performance of the Services is set by EPS for information purposes when analysing the assigned Product (the performance of the Services being notably subject to the availability of the spare parts necessary for the repair and their supply and the diagnosis of the breakdown). In the event of Services including the shipment of the Products to EPS, each equipment shall be processed in order of arrival and after the Customer sends an Order to EPS for the performance of the Services.

Certain equipment may not be subject to the Services, in particular when they become obsolete or are of low circulation making it impossible to store or stockpile. Equipment becomes obsolete when the logistics supply circuits dry up. In this case, EPS cannot be forced to find spare parts. EPS shall do everything necessary to maintain these Products as best, but cannot be held liable for any delays or disruptions caused.

The microcodes of the Products covered by the Services shall be updated only in case of technical justification involved in the resolution of the breakdown found and provided that the said update is publicly available on the manufacturer's website. Access to the non-public microcodes required for the Services shall require the existence of a software reinsurance agreement between the Customer and the manufacturer or an authorised partner thereof.

Article 12 – Shipping and delivery

In case of sale of Equipment, the shipping and delivery shall be carried out by EPS or by a carrier of its choice. Unless expressly agreed, the goods shall be carried at the Customer's own risk.

The delivery times for the Products are indicative and delays in delivery may under no circumstances give rise to payment of any compensation. EPS accepts no direct or indirect liability for any damage whatsoever due to the delayed delivery, and caused by delays in shipping, strikes, social unrest, flood, fire, or cases of force majeure as set forth by the law and the case law of the *Cour de Cassation* [French Supreme Court], or by any other event beyond EPS's control. The delivery and/or installation times shall be extended during these periods.

The Customer shall check the Products on delivery and express any reservations with the carrier within the time limit prescribed by Article 133-3 of the Commercial Code and notify EPS thereof immediately. In the absence of any reservation made within the time prescribed and failure to inform EPS within 48 hours of delivery, any subsequent claim shall be rendered inadmissible.

In the event of export or sale in French overseas departments and territories, delivery shall be made to a freight forwarder chosen by EPS or by the Customer. If the Customer chooses the freight forwarder, it is required to take out all the insurance necessary to cover the aforementioned risks.

Article 13 – Retention of ownership

Ownership of the Products and/or any Deliverables included in the Services shall not be transferred to the Customer until full payment of the price invoiced.

Ownership of the Products and/or any Deliverable included in the Services shall not be subject to any pledge or lien prior to full payment of the price. The Customer in possession of the goods personally bears all the risks in the event of damage or disappearance of the said goods and remains liable for the agreed price.

In the event of an order of attachment or any other intervention by a third party on the Products and/or the Deliverables, the Customer is required to inform this third party of the existence of the retention of ownership clause and inform EPS immediately in order to allow it to reserve its rights.

Article 14 - Rates for the Services and payment terms of Orders

The prices provided by EPS are prices excluding tax in euros and excluding fees. Transport and accommodation costs are billed at their actual proven cost. Other related expenses, including port, installation, connection and start-up costs are billed in addition, unless agreed otherwise in writing.

Management fees, as mentioned in the Quote, shall be applied for any Quote refused by the Customer unless otherwise agreed in writing by the Parties.

Prices and rates are subject to taxes in force at the time of the operative event. The duties and taxes are those applicable on the billing date.

Each Order sent by the Customer shall be subject to the applicable pricing terms and conditions of EPS communicated to the Customer on simple request. Prices shall be systematically communicated to the Customer and validated by mutual agreement between the Customer and EPS before any intervention. Prices are firm so long as the Order reaches EPS before the expiry of the validity period stated in the Offer or, otherwise, a period of fifteen (15) days following the date of submission of the Offer. Beyond that, EPS reserves the right to change its prices and to inform the Customer thereof with a new Quote.

In the context of an agreement or a multi-year Order for an econocomCARE Service, EPS reserves the right to revise its prices annually hereunder on the anniversary date.

Certain Products covered by the Services are not repairable. They shall be returned as is to the Customer, which shall remain liable to EPS for the payment of time spent on the diagnostic costs carried out at the current rates. EPS may offer a Quote to the Customer for the purchase of replacement equipment. The Quote must be accepted beforehand by the Customer before any start of execution and placing of the order concerned.

Unless otherwise agreed in particular in writing in advance by EPS, invoices are issued on the date of delivery of the Equipment or after provision of the Services. Notwithstanding the foregoing, with regard to the econocomCARE Service, the said service is invoiced on the basis of a single fee for the duration of the agreement and/or the Order, in advance for all Eligible Products acquired from EPS.

Each invoice relating to an Order must be paid by the Customer within thirty (30) days of the invoice date, net and without discount.

In accordance with the provisions of Article L. 441-10 of the Commercial Code, any delay in payment of an invoice at its due date, shall, without prior notice, result in the payment of a late penalty at a rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation increased by ten (10) percentage points, and a fixed compensation for recovery fees, the amount of which is determined to be forty (40) euros.

Without prejudice to damages, failure to pay an invoice on its due date shall automatically result, at EPS' discretion, by simple formal notice sent by extra-judicial deed or registered letter which has remained without effect for eight (8) days (i) in the immediate suspension of the delivery of the Products and/or the provision of the Services (ii) the termination or cancellation of the Agreement and/or the Order, (iii) the return of the Products without delay at the Customer's expense. The down payments shall vest with EPS and shall be offset against other unpaid receivables. The balance shall be allocated to EPS as compensation. Any failure to pay, not resolved under the above conditions, shall also invoke the payability of other invoices and all outstanding sums shall be immediately due.

Article 15 - Contractual non-performance

In the event that a Party breaches any of its obligations under the Agreement, and if this breach is not remedied by it within thirty (30) days following the receipt of a registered letter with acknowledgement of receipt notifying said breach, the other Party may exclusively either a) seek enforcement of the defaulting Party's obligations, or b) automatically terminate the Agreement without judicial formalities, without prejudice to any damages that either Party may be entitled to claim.

Article 16 - Personal Data Protection

The Parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

TERMS AND CONDITIONS OF SALE OF PRODUCTS AND SERVICES

Each of the Parties guarantees to the other Party compliance with the statutory and regulatory obligations to which it is subject in terms of the protection of personal data, without prejudice to the obligations they may have towards one another and their liability towards the data subjects, in particular the guarantee that the personal data transferred on both sides is lawful and has not been collected fraudulently.

If the performance of the Agreement entails processing by EPS of Customer's personal data, the Parties shall enter into a specific agreement for this purpose.

Article 17 – Confidentiality

17.1 During the term of the Agreement and for a period one (1) year after its termination or expiration, for any reason whatsoever, each Party shall consider and treat as confidential all documents, programs, data and information disclosed to it or otherwise accessed by it in connection the Agreement or during the negotiation phase, which are identified as confidential by the disclosing Party or which, by their nature or the circumstances of their disclosure, may reasonably be considered confidential (the “**Confidential Information**”).

17.2 Each party shall not disclose Confidential Information to any third party other than (i) its employees, insurers, advisors and auditors or (ii) for EPS, its suppliers or subcontractors unless it has obtained the prior written consent of the disclosing Party, and to take all necessary steps to ensure that its employees or any authorized third parties respect the confidentiality of such Confidential Information.

EPS undertakes to maintain the confidentiality of the Confidential Information received from the Customer and, in particular, not to disclose such Confidential Information to its other existing or potential customers, nor to use, in relation to such customers, any Confidential Information that EPS holds or to which it may have access in the context of its relationships with its other existing or potential customers.

17.3 The obligation of confidentiality provided above shall not apply to Confidential Information:

- Which disclosure is required by law, regulation, court decision or by a specific request of an administrative authority;
- Already known by the receiving Party at the time of disclosure by the disclosing Party;
- Transmitted to the receiving Party with express exemption from confidentiality obligation;
- Provided to the receiving Party without obligation of confidentiality by a third Party holding it legitimately.

17.4 The Customer expressly agrees that EPS may mention the Customer's name and its status as a customer, solely as a reference in its marketing tools and communication materials, without any indication of the nature of the services or deliverables provided by EPS to the Customer, nor any other sensitive information relating to the Agreement (including volumes, prices, etc.).”

Article 18 - Transfer and Subcontracting

18.1. The Agreement may not be transferred in whole or in part by either party without the other Party's prior authorisation in writing. Notwithstanding the foregoing provision, EPS may freely transfer, in whole or in part, the Agreement and/or the benefit of an Order to any related company, by any means whatsoever and, in particular, but without limitation, by way of merger, demerger, partial contribution of assets or any other operation resulting in the transfer of all its assets and liabilities. A company related to EPS means (i) a company controlling EPS, or (ii) a company under the same control as EPS, or (iii) a company controlled by EPS. By express agreement between the Parties, the concept of control has the meaning of Article L. 233-3 of the Commercial Code. In this case, the Parties agree that EPS shall be released from all its obligations under the Agreement for the benefit of its related company (there can be no joint and several liability among them in the performance of the agreement).

18.2. EPS reserves the right to subcontract all or part of the Services in accordance with the applicable subcontracting provisions.

Article 19 - Management of EPS personnel

EPS covers the administrative, accounting, tax and labour management as well as the supervision and management of its personnel assigned to the Services. In this regard, EPS reserves the right to use its own personnel where required by labour law (election of the works council, personnel representatives, exercise of a trade union mandate, medical visit, etc.). This also applies when the normal performance of their employment contract requires the presence of the employees concerned on EPS's premises, for example in case of training, participation in workplace corporate life, etc.

EPS's personnel assigned to the performance of the Service remain under EPS's hierarchical and disciplinary authority.

In no case shall EPS's personnel be assimilated to the Customer's personnel or interfere in any way in the Customer's corporate life.

Article 20 - Non-solicitation

The Customer refrains, without the prior written agreement of EPS, from directly, indirectly or through an intermediary, making job offers to an employee or agent of EPS or its subcontractors assigned to the performance of the Services, or from appointing them, under any status whatsoever. This commitment is valid even if it is said worker or legal representative who seeks employment. This waiver is valid for the entire duration of performance of the order, plus a period of twelve (12) months after it ends, for any cause whatsoever.

Should the Customer not respect this obligation, it shall be required to immediately compensate EPS, by paying compensation equal to twelve (12) months of gross remuneration of the employee(s) or agent(s) concerned, based on his/her or their last monthly gross salary.

Article 21 - Intellectual Property

The Customer becomes the owner of the Deliverables after full payment of the price including tax for the Services, both in principal and incidental.

The Customer's property does not include the resources and tools used by EPS as part of its Services, which are the subject of specific protection (copyright, patent, trademark, etc.).

The Customer also does not acquire ownership of the methods and know-how held by EPS prior to the performance of the Services or updated by EPS on the occasion of the performance of the Agreement

EPS also reserves the right to have access to the lessons learnt from the studies and works entrusted to it.

Article 22 – Force majeure

Force majeure means any ground for exemption resulting from an unavoidable, unforeseeable and external event beyond the control of either of the Parties, without this event resulting from any negligence or fault on the part of either of the Parties.

Initially, a case of force majeure shall have the effect of suspending the performance of obligations. Subsequently, and should the ground for exemption exceed three (3) months, either Party may terminate the Agreement by registered letter with acknowledgement of receipt, unless they agree to amend the Agreement to adapt it to the new circumstances of the matter.

Article 23 - Liability - Insurance

23.1 Liability: EPS shall perform the Agreement with the greatest care. In case EPS's liability is sought in relation to the Agreement, it shall be limited to the remedy of direct damage, in accordance with Article 1231-4 of the Civil Code, provided that the Customer provides proof of fault. EPS shall not be liable for indirect damage, non-consequential immaterial damage, business interruption, loss of data, loss of savings, loss of turnover, loss of customers, loss of image, loss of profit, loss of opportunity, and, among other things, in relation to the econocomCARE Service, faulty workmanship, malfunction due to a hidden defect, any use that does not comply with the user and safety instructions attached to the Eligible Product(s) and its associated accessories, etc. suffered by the Customer, during the Services.

EPS shall not be held liable for damage resulting from the fault, negligence or omission by the Customer and/or its Users (in particular, the Customer's breach of any of its contractual obligations) and/or a third party or a force majeure event. In the event that it is acknowledged, the liability that could be incurred by EPS in respect of the Agreement shall be limited, for all sums and all claims combined, to fifty percent (50%) of the amount excluding tax of the Order concerned, without exceeding two hundred and fifty thousand (250,000) euros.

In any event, EPS' liability under the econocomCARE service will be limited, all sums and all claims combined, to the maximum amount collected by EPS under the said Service for the Eligible Products.

The Customer undertakes to bear all claims and liability, all costs and expenses exceeding the foregoing limit, without any recourse against EPS or its insurers. In addition the Customer undertakes to ensure its insurers waive any recourse against EPS and its insurers beyond this amount.

EPS shall not be held liable for damage resulting from the fault, negligence or omission by the Customer and/or a third party (in particular, the Customer's breach of any of its contractual obligations) and a force majeure event as defined in the “force majeure” article below according to article 1231-1 of the Civil Code.

Unless provided otherwise, it is the Customer's responsibility to determine the frequency and the nature of the back-ups of its data according to its operational and regulatory needs. EPS's only obligation in the event of loss or damage caused to the Customer's records or data as a result of a breach by EPS, is to reconstitute or reinstall the data using the most recent available back-ups and copies, on the understanding that if this reconstitution is technically impossible, the value of the lost data and associated loss shall not be compensated.

TERMS AND CONDITIONS OF SALE OF PRODUCTS AND SERVICES

For the econocomCARE Service, it is the Customer's and/or its Users' responsibility to back up their data stored on the Eligible Product(s) before collection by EPS services. All Eligible Products received for processing following an Event will have their data completely deleted and then be reset. Consequently, the Customer and/or its Users may not claim any damages or interest relating to any value of the data recorded on the equipment.

In the event of theft of the Eligible Product(s) or in certain cases of accident, the Customer or its Users must file a complaint with the competent police authorities within 48 hours and send the receipt of the complaint and a copy of the report of the complaint to Econocom within 5 (five) days its establishment.

23.2 Insurance: EPS declares that it has sufficient civil liability insurance coverage, in the event that its liability is incurred, and undertakes to provide a certificate of insurance upon written request from the Customer.

Article 24 – Ethics, compliance and Sustainable Development

24.1. General principles

The Parties undertake to comply, in the performance of this Agreement, with the following:

- Fundamental workers' rights, as defined by the International Labour Organization and applicable legislation;
- Provisions relating to the health, safety, and hygiene of workers;
- Principles of environmental protection and the limitation of the environmental impact of their activities;
- A quality approach adapted to the contractual commitments.

24.2 Anti-corruption:

The Parties declare that they have implemented and maintain internal procedures designed to prevent, detect, and punish any act of corruption, including by their managers, employees, agents, subcontractors, or any third party acting on their behalf.

EPS reserves the right, at any time, to carry out or arrange for audits or checks, either on documents or on site, to ensure compliance with the provisions of this article

24.6 EPS's Whistleblowing System:

The Customer is informed of the existence of an ethical whistleblowing system set up by the EPS, allowing any situation that contravenes the law, ethics, or EPS's values, particularly in relation to corruption, discrimination, harassment, or fraud, to be reported confidentially and securely.

24.7 Breaches:

Any breach of the obligations by the Supplier set out in this article constitutes a serious breach that may result in the immediate termination of the Agreement, without compensation or notice, and without prejudice to any action for compensation for the damage suffered or reporting to the competent authorities.

Article 25 - Applicable Law

The Agreement is governed by French law.

ANY DISPUTE OR LITIGATION ARISING REGARDING THE INTERPRETATION OR PERFORMANCE OF THESE TERMS AND CONDITIONS OF SALE OF PRODUCTS AND SERVICES THAT THE PARTIES ARE UNABLE TO RESOLVE AMICABLY, SHALL BE SUBMITTED TO THE COURTS OF NANTERRE, TO WHICH THE PARTIES GRANT EXCLUSIVE JURISDICTION, EVEN IN THE EVENT OF THE INTRODUCTION OF THIRD PARTIES OR MULTIPLE DEFENDANTS, INTERLOCUTORY PROCEEDINGS OR EX-PARTE APPLICATION. BY EXPRESS AGREEMENT OF THE PARTIES, THIS CHOICE OF JURISDICTION CLAUSE SHALL ALSO APPLY IN THE EVENT OF INTERLOCUTORY PROCEEDINGS.

The Parties guarantee that:

- No person acting on behalf of the Parties has committed or will commit any act of corruption in connection with this Agreement;
- The Parties will immediately inform the other Party of any actual or suspected breach of these obligations;
- The Parties will provide the other Party with any evidence demonstrating the effective implementation of its anti-corruption measures.
- For the purposes of this Article, "Corruption" means any behaviour consisting of offering, promising, giving, soliciting, or accepting an undue advantage with a view to obtaining or retaining an illegitimate advantage, in violation of applicable laws and regulations.

24.3 Conflicts of interest:

The Parties undertake to prevent and report any direct or indirect conflict of interest that may affect their objectivity or impartiality in the performance of the Agreement. They shall promptly notify each other of any situation likely to constitute such a conflict.

24.4 Compliance with competition law:

The Parties undertake to comply with applicable competition laws and regulations. In particular, they shall refrain from:

- Participating in any unlawful agreement or concerted practice with a competitor or third party (in particular market or customer allocation or price-fixing);
- Exchanging sensitive information in breach of competition rules.

24.5 Right of inspection and audits: